

McCormick, Barstow, Sheppard,
Wayte & Carruth LLP
Patrick Fredette, #207284
patrick.fredette@mccormickbarstow.com
Robert K. Landen, #149407
robert.landen@mccormickbarstow.com
Nicholas H. Rasmussen, #285736
nrasmussen@mccormickbarstow.com
7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 433-1300
Facsimile: (559) 433-2300

JS-6

Attorneys for Defendant, LIBERTY SURPLUS
INSURANCE CORPORATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

OLD REPUBLIC GENERAL
INSURANCE CORPORATION, and
MURRAY PLUMBING AND
HEATING CORPORATION dba
MURRAY COMPANY,

Plaintiff,

v.

LIBERTY SURPLUS INSURANCE
CORPORATION,

Defendant.

Case No. 2:15-cv-03586-AB-JPR

**[PROPOSED] JUDGMENT ON
DEFENDANT LIBERTY SURPLUS
INSURANCE COMPANY'S
MOTION FOR SUMMARY
JUDGMENT**

Judge: Hon. André Birotte, Jr.

Defendant Liberty Surplus Insurance Company's ("LSIC") Motion for Summary Judgment came on regularly for hearing on August 1, 2016, at 10:00 a.m. in Courtroom 4 of the above-entitled court at 312 N. Spring Street, Los Angeles, California, 90012, before the Honorable Andre Birotte, Jr.

After considering the moving and opposition papers, arguments of counsel and all other matters presented, and based on the admissible evidence, and as stated

1 in the Order of August 17, 2016, IT IS HEREBY ORDERED, ADJUDGED AND
2 DECREED that:

3 1. Plaintiff Murray Plumbing & Heating Corporation dba "Murray
4 Company" ("Murray") is not an insured under the Commercial General Liability
5 policy issued by LSIC to Farwest Insulation Contracting ("Farwest") under number
6 1000009492-02 for the period June 1, 2012 to June 1, 2013 ("LSIC policy") with
7 respect to the action, *Margarita Pizza Co. v. Murray Company, et al.*, Los Angeles
8 County Superior Court, Case No. BC539615 ("*Underlying action*")

9 2. Because Murray is not an insured on the LSIC policy, the LSIC
10 policy's "insured contract" provision does not establish any obligation or duty on
11 the part of LSIC to Murray with respect to the *Underlying action*.

12 3. LSIC owes no duty to defend Murray in the *Underlying action* under
13 the LSIC Policy.

14 4. LSIC owes no duty to indemnify Murray in the *Underlying action*
15 under the LSIC Policy.


16 5. Old Republic General Insurance Corporation ("Old Republic") is not
17 entitled to contribution from LSIC for any defense fees, costs and/or indemnity
18 sums incurred in connection with the *Underlying Action*.

19 6. LSIC is entitled to summary judgment in its favor on all causes of
20 action in the Second Amended Complaint filed in this action, and LSIC's Motion for
21 Summary Judgment is hereby GRANTED in full.

22 7. LSIC is awarded its costs of suit.

23 IT IS SO ORDERED.

24
25 DATED: September 14, 2016



Hon. André Birotte, Jr.
United States District Court, Central District
of California

26
27
28 4053074.